



NORTH AMERICAN CAR CORPORATION

222 SOUTH RIVERSIDE PLAZA • CHICAGO, ILLINOIS 60606 U.S.A. • (312) 648-4000 • TELEX 255222

0-365A082

This is
11417 LLL LLLL

RECORDATION NO. 11417 Filed 145

No. DEC 30 1980

Date.....

Fee \$20.00

DEC 31 1980 -3 40 PM December 22, 1980

Secretary
Interstate Commerce Commission
Washington, D.C. 20423

ICC Washington, D. C.

RE: Filing of Supplementary Rider No. 1 ("Rider") dated as of January 22, 1980 to Car Leasing Agreement 5771 ("Lease") between North American Car Corporation ("NAC") and Mobay Chemical Corporation Agricultural Chemicals Division ("Lessee")

Dear Madam:

Enclosed for recording under 49 U.S.C. Section 11303 are an executed counterpart and four certified true copies of the Rider, which has been assigned to General Electric Credit and Leasing Corporation ("Assignee"), pursuant to a Bailment Agreement and Assignment of Leases ("Bailment Agreement") dated as of December 18, 1978 and amended on November 15, 1979 and recorded with the Interstate Commerce Commission on January 23, 1980, under Recordation No. 11417. Please record this Rider under that Recordation number.

The equipment is covered in the Rider and the names and addresses of the parties are as follows. The address of the Lessor, North American Car Corporation, is 222 South Riverside Plaza, Chicago, Illinois 60606 and the address of the above named Lessee is Penn Lincoln Parkway West, Pittsburgh, PA 15205. Please cross index this filing against the name of that Lessee.

The Rider supplements the Lease by subjecting the equipment described in the Rider to the terms of the Lease, thereby leasing the same to the Lessee. The Bailment Agreement provides that NAC shall hold, lease, maintain and perform certain administrative and other services with respect to the equipment covered by the Lease and that NAC assigns to Assignee all its interest in, but not its obligations under, the Lease (including amounts received or credited for mileage compensation relating to that leased equipment). The equipment covered by the Lease has been or is to be sold to Assignee.

3 32 PM '80
RECEIVED
BRANCH

TIGER LEASING GROUP

Secretary
Interstate Commerce Commission

Page 2

Also enclosed is a check payable to the Interstate Commerce Commission in the amount of \$20 for the required recording fee. Pursuant to the Commission's rules and regulations for the recording of certain documents under 49 U.S.C. Section 11303, you are hereby requested to duly file one certified true copy for record in your office, cross-indexing the same so stated above, and to return the executed counterpart and the remaining three certified true copies, the Secretary's Certificate of Recording, and related fee receipt, to the messenger making this delivery.

If you have any questions, please contact the undersigned.

Very truly yours,



Edward H. Soderstrom, II
Assistant Secretary

enclosure

RECORDATION NO. 11417 *LLLL*
Filed 1428 *LL*

C E R T I F I C A T E DEC 31 1980 -3 40 PM

INTERSTATE COMMERCE COMMISSION

I hereby certify that I have compared this certified, true copy of Rider No. 1 to Car Leasing Agreement 5771 between North American Car Corporation and Mobay Chemical Corporation Agricultural Chemicals Division dated January 22, 1980 to the original of such Rider and that this copy is a true and correct copy in all respects.

Delora A Kelly

(SEAL)

My Commission Expires My Commission Expires Feb. 29, 1983

KEEP
ICC FILE COPY
11417-LLLLLLL

NORTH AMERICAN CAR CORPORATION
CAR LEASING AGREEMENT 5771

This rider ("Rider") and the above Car Leasing Agreement constitute a separate agreement ("Agreement") which, together with all rights under the Agreement, may be assigned as security or otherwise. No subsequent amendment to the Agreement shall be effective against any assignee hereof. The cars described herein shall be subject to the terms and conditions of the Agreement and this Rider during the term of use and for the rental set forth below:

<u>Number of Cars</u>	<u>Type of Car</u>	<u>Monthly Rental Per Car</u>
One (1)	5750 cubic foot capacity covered 5 PSI hopper car, for shipment of Zeolox 7-A (NAHX 59965)	\$590.00

North American and Lessee agree that the rental rate as shown above shall be increased \$1.55 per car per month for each point increase in the Wholesale Price Index of Commodity Prices (railroad equipment - code 144), according to the latest information available as reported in the current "Survey of Current Business", published by the U. S. Department of Commerce, as of the date the first car is released for delivery to Lessee, over a base of 281.6 as was reported for September, 1979. Rentals thus calculated shall be rounded to the nearest \$0.50.

For each mile in excess of $\frac{20,000 \times \text{days in service}}{365}$ that each car covered by this Rider travels in a calendar year, there will be an additional charge of \$0.025.

Lessee agrees to be responsible for all freight charges incurred in the shipment of said car to Lessee.

The term of use of the cars hereinabove described shall commence on the date of delivery thereof to Lessee, and shall continue for a period ending five (5) years from the first day of the month following the average date of delivery of such cars to Lessee.

Dated this 22nd day of January, 1980.

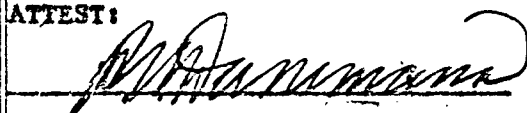
ATTEST:


Assistant Secretary

NORTH AMERICAN CAR CORPORATION

By 
Vice President

ATTEST:



MORAY CHEMICAL CORPORATION,
AGRICULTURAL CHEMICALS DIVISION

By 
General Manager

"This Lease is a COUNTERPART ORIGINAL. No assignment of or security interest in, this Lease may be created or effected except by the transfer of possession of the copy marked "ORIGINAL"



NORTH AMERICAN CAR CORPORATION

222 SOUTH RIVERSIDE PLAZA • CHICAGO, ILLINOIS 60606 U.S.A. • (312) 648-4000 • TELEX 255222

August 7, 1980

Mobay Chemical Company
Agricultural Chemicals Division
6400 Hawthorne Road
Kansas City, Missouri 64120

RE: Car Leasing Agreement 5771
Rider No. 1

Gentlemen:

This letter is intended to amend Rider No. 1 of Car Leasing Agreement 5771 by changing the car numbers on such Rider to:

NAHX 59955

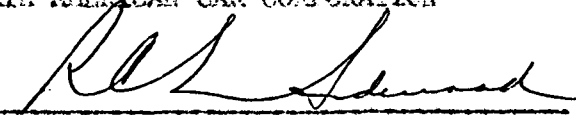
All other terms and conditions shall remain in full force and effect.

Kindly sign and return to us three copies of this letter to indicate your acceptance of the foregoing amendment.

Very truly yours,

NORTH AMERICAN CAR CORPORATION

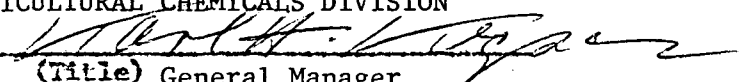
By


Vice President

ACCEPTED:

MOBAY CHEMICAL CORPORATION
AGRICULTURAL CHEMICALS DIVISION

BY


(Title) General Manager

DATED

9/16/80

CAR LEASING AGREEMENT 5771
RIDER NO. 1

State of Illinois)
) SS:
County of Cook)

On this 14th day of February, 1970, before me personally appeared Raymond, to me personally known, who, being by me duly sworn, says that he is a Vice President of North American Car Corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Directors or other due authority, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Leop. Chalko

Notary Public

My Commission expires 8-14-83

(Notarial Seal)

State of *Missouri*)
County of *Dachon*) SS:

On this 6th day of March, 1980, before me personally appeared Karl H. Vogel, to me personally known, who, being by me duly sworn, says that he is a General Manager of Mobay Chemical Corp., Agricultural Chem. Div. that said instrument was signed on behalf of said corporation by authority of its Board of Directors or other due authority, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Mary Lou Scott

Notary Public

My Commission expires April 22 1981

(Notarial Seal)